**ROOMMATE AGREEMENT FORM**

This agreement is made by and among the roommates named herein who have signed a lease for a shared dwelling unit that makes roommates jointly and severally liable for all terms of the contract.

Execution of this roommate agreement does not alter the joint and several liabilities of the tenants under the rental contract with the landlord. This agreement is intended to describe basic duties, responsibilities, and expectations of the occupants as well as to outline rules, regulations, and policies. In the event of a dispute, the roommates agree that this agreement acts as the Supreme Law of the Household. Any alteration to the agreement should be noted in writing, attached to this agreement, signed, and dated by all roommates in order to be effective.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Roommate 1)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Roommate 2)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Roommate 3)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Roommate 4)

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Term of lease: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PAYMENT OF RENT (for group leases only)**

1. All roommates acknowledge that the rent on the property is $\_\_\_\_\_\_ per month, and each shall pay an agreed sum of $\_\_\_\_\_\_

due and payable on the \_\_\_\_\_ day of each month or according to the grace period stated in the lease.

1. The full amount of the rent shall be paid to the landlord when due.
2. The roommate(s) responsible for any late payment(s) shall be responsible for all accumulated late fees and all costs associated with a default or any other legal action.

**SECURITY DEPOSIT**

A security deposit has been paid by each roommate in the amount of $\_\_\_\_. The roommates shall divide the refund of the security deposit

according to the amount originally paid by each tenant. When a specific roommate is clearly responsible for fees and damage to the premise

– including late fees, repairs, and cleaning costs – that roommate will pay full fees and damages. The roommates agree to share equally in the cost of all other fees and damages charged.

**PAYMENT OF UTILITIES**

1. All roommates agree that they are each responsible, in addition to the rent, for the following portion of the shared utilities.
2. All bills are payable when due. If late, fees will be assessed to delinquent roommate(s).
3. Each is responsible for their independent long-distance bills, and those of their guests, and any special cable bills.
4. The division of responsibilities toward the utilities shall be divided in the following manner:
	1. Electric:

Name on bill: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| b. | Roommate Name | % responsible for |

Gas:

Name on bill: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Roommate Name | % responsible for |

1. Water:

Name on bill: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Roommate Name | % responsible for |
|  |  |
|  |  |

1. Phone ( if group phone):

Name on bill: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Roommate Name | % responsible for |

1. Cable:

Name on bill: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Roommate Name | % responsible for |

1. Internet:

Name on bill: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Roommate Name | % responsible for |

All roommates understand that they may take legal action against one another for non-payment of their share of the rent, utilities or other relevant expenses. All payments will be due to appropriate roommate before bill due date. All late fees/fines shall be assessed to the non-paying/late-paying roommate.

**EARLY TERMINATION OF LEASE**

If any tenants wish to be released from the lease:

1. They must give \_\_\_\_\_ days’ notice to the other roommates.
2. (check one) □ The roommate leaving / □ The roommate(s) staying shall be responsible for finding a replacement roommate
3. (check one) □ The roommate leaving / □ The roommate(s) staying shall be responsible for all rent, utilities and other charges until a replacement is found.
4. When a replacement is found the remaining roommates must approve or disapprove of the potential roommate within \_\_\_ days and any refusal to accept a new roommate must be reasonable.
5. All outstanding debts will be settled before the roommate leaves.

**DOMESTIC RESPONSIBILITIES**

1. Each roommate shall be responsible for his/her own food, cooking, and laundry.
2. All roommates shall pay a fair and equal portion for shared items for the apartment.
3. Each roommate will be responsible for his/her own cleaning.
4. The common areas are to be kept clean through a joint effort.

Exceptions and additions to the above are noted below and initialed by all roommates:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PETS AND ANIMALS**

The following pets will be living in the apartment:

|  |  |
| --- | --- |
| Pet | Roommate Responsible for Pet |

If a roommate wishes to acquire a pet, they (check one) □ must / □ needn’t gain the approval of all other roommates before bringing the pet into the residence.

If a roommate or their guest brings a pet into the residence at any time, that roommate will be responsible for all charges and penalties assessed due to the animal. This includes visiting pets.

**QUIET HOURS**

All roommates agree to observe quiet hours for sleep, study, and other purposes on the days and times listed here. During these times, the apartment is to be quiet and free from distraction unless mutually agreed upon by all roommates beforehand. (if none, write “none”)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PARTIES AND NOISE**

1. Parties (check one) □ will be / □ will not be allowed on weekends or by mutually agreed upon terms.
2. The host of the party will be responsible for their guests, clean up, and respecting their roommates’ private space.
3. At all other times noise levels will be kept within reason, with no roommate making noise that is excessive including playing stereos, television or musical instruments louder than is necessary for convenient hearing in the room in which the equipment is located.
4. Roommates agree to respect each other’s reasonable requests for special circumstantial needs. (I.e. illness, heavy study load etc,)

**OVERNIGHT GUESTS**

1. Overnight guests of either sex will be allowed on (check those applicable) □ weekends / □ weeknights.
2. The prior consent of the other roommates (check one) □ must / □ needn’t be obtained before a guest stays overnight.
3. No guest shall visit for more than \_\_\_ nights in any seven day period without incurring a charge of $\_\_\_\_ per night assessed against the host roommate to compensate for increased utility use, inconvenience, and decreased privacy.
4. This shall not apply to out of town family members or guests that have the approval of the other roommates.
5. Guests shall be fed from the budget of their host.
6. Any damages caused by guests shall be charged to the host roommate.
7. The host roommate is responsible for the conduct of his/her guest(s).

**SMOKING**

Smoking (check one) □ will / □ will not be permitted inside of the rental unit

Note: Honest, open, timely, and RESPECTFUL communications between and among, all parties is essential for successful and responsible tenancy. Such is expected, without reminder, of all roommates signed here below.

**SIGNATURES**

**Roommate 1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_**

**Roommate 2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_**

**Roommate 3 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_**

**Roommate 4 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_**